

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

NANCY J. WHALEN

*

Plaintiff

*

v.

*

Civil Action No: RDB - 02-191

DONALD L. TEMPER, et al.

*

Defendants

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**MEMORANDUM IN SUPPORT OF
MOTION FOR LEAVE TO FILE AMENDED COMPLAINT**

Plaintiff, Nancy J. Whalen, by her attorneys, Paul D. Bekman, Salsbury, Clements, Bekman, Marder & Adkins, L.L.C., submits this memorandum in support of her Motion for Leave to File Amended Complaint, and states as follows:

1. This case concerns an motor vehicle accident which occurred on July 4, 2000. The Plaintiff, Nancy J. Whalen, was a passenger in a motor vehicle being operated by Defendant, Barbara A. Dunn, and owned by Defendant, Nucar Connection, Inc., that was proceeding in a northbound direction on Route 213, near its intersection with Court House Point Road. A vehicle owned and operated by the Defendant, Donald L. Temper, was headed southbound on Route 213, when crossed the center line into the direct path of the Dunn vehicle. Dunn, suddenly and without warning, swerved the vehicle she was operating to avoid hitting the Temper vehicle, crossed over the center line into the southbound lane of Route 213, and collided with the Temper vehicle. The Plaintiff sustained multiple injuries as a result of the collision.

2. The original lawsuit was filed by Plaintiff on or about January 18, 2002, against the Defendants Temper, Dunn and Nucar Connection, Inc.

3. Plaintiff now seeks to amend the Complaint to add Universal Underwriters Insurance Company as a Defendant and to seek monetary and declaratory relief.

4. The original of the Plaintiffs Amended Complaint For Monetary and Declaratory Relief and Election for Jury Trial is filed herewith.

5. Universal Underwriters Insurance Company (“Universal”) is the insurer of the vehicle operated by the Defendant Dunn and the vehicle in which the Plaintiff was a passenger. In the event that either the Defendant Temper or the Defendant Dunn, but not the Defendant Nucar Connection, Inc., was found to be liable, the Plaintiff would be entitled to assert a claim against Universal for under-insurance. Asserting the claim now in this case avoids piecemeal litigation. In addition, Plaintiff claims that the Defendant Dunn is insured under the basic auto and the umbrella coverages in the Universal Policy.

6. The standard for permitting amendments is that leave should be liberally granted. Moore's Federal Practice & Procedure, Sec. 1484 et seq. See also Forman v. Davis, 371 U.S. 178 (1962); Tahir Erk v. Glenn L. Martin Co., 116 F.2d 865 (4th Cir. 1941).

7. For the foregoing reasons, Plaintiff respectfully requests that this Honorable Court grant her Motion for Leave to File the Amended Complaint.

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